

# REQUEST FOR PURCHASE IN EXCESS OF \$20,000/CHANGE ORDER



**To:** Mayor and Council

**Agenda Item #:** IV.C.

**From:** Brian E. Olson, Director of Public Works

**The Recommended Bid is**

- ☒ Within Budget  
☐ Not Within Budget

**Date:** 1/28/2014

JB

**Subject:** Request For Purchase – Utley Park Well House Facility, Professional Engineering Services

**Date Bid Opened or Quote Received:**  
Professional Consultant, Engineering Services

**Bid or Expiration Date:**  
January 27, 2014

**Company:**  
Bolton&Menk Inc.

**Amount of Quote or Bid:**  
\$28,335.00

**Recommended Quote or Bid:**  
Bolton&Menk Consulting Engineers&Surveyors

## General Information:

This is a one-time purchase for use of the consulting and design engineering services Of Bolton & Menk Engineering Firm at the Utley Park Well House Facility. The Utley Park bathroom facilities are over 40 years old and thus do not meet ADA requirements and are outdated and not user friendly. The Goal of this proposal is to repurpose part of the building for other functions, and to create a ADA compliant handicap accessible public restrooms. City Staff will accomplish the majority of the project management and demolition and improvements to the site. These Plans will be submitted to Minnesota Department of Health and the Department of Labor and Industry and the City Building Department for appropriate review and approvals.

## Attachments:

Bolton & Menk Engineering Services Proposal



# BOLTON & MENK, INC.<sup>®</sup>

## Consulting Engineers & Surveyors

12224 Nicollet Avenue • Burnsville, MN 55337  
Phone (952) 890-0509 • Fax (952) 890-8065  
[www.bolton-menk.com](http://www.bolton-menk.com)

January 27, 2014

Mr. Tim Barnes  
City Facilities Manager  
City of Edina  
7450 Metro Boulevard  
Edina, MN 55349

RE: Proposal for Professional Engineering Services  
Utley Park Water Treatment Facility Renovations  
City of Edina, Minnesota

Dear Mr. Barnes:

I appreciate the opportunity to submit a proposal for design services for final plans and technical specifications based on the recommendations from the design report for renovations to the Utley Park Water Treatment Facility. Below you will find our understanding of the project, the scope of work and the proposed fee for this project. Our design team includes the same members that completed the design report.

### **PROJECT UNDERSTANDING**

The City of Edina proposes to renovate the existing Utley Park Water Treatment Facility and repurpose part of the building for other functions. The proposed renovations are discussed in the design report dated November 27, 2013. The report breaks out the improvements into four categories: site work; structural/architectural; mechanical; and electrical. The recommendations from the report will be the basis of the design. In addition, the City provided comments based on their review of the design report and the following items will also be included as part of the design.

- ADA compliance in handicap ramp
- ADA in parking stall, access aisle
- ADA signage on building
- 48" from tip of toilet to stall door and grab bars
- Cove base on walls or concrete block
- The building (except for well room) will be sprinkled

The plans and specifications will be submitted to the Minnesota Department of Health and the Department of Labor and Industry for the appropriate reviews. It is our understanding the plans will be submitted to the City Building Department for approval also. The work at the facility cannot begin until the appropriate approvals are granted from the agencies noted above.

### **SCOPE OF WORK**

The City of Edina has indicated that much of the proposed work will be self-performed therefore the project will not follow the traditional design-bid-build process. Therefore, Bolton & Menk will provide plans and limited technical specifications to the City.



Design services will include a full set of plans including site work, structural, architectural, mechanical plumbing, mechanical HVAC, and electrical plans. In addition, limited technical specifications will be prepared. A brief description of the services provided by discipline is noted below.

**Site design/Survey** – These services include the survey of the area surrounding the building so the various site work components such as the new concrete walks with ADA compliance, new pedestrian ramps and new access for the overhead door can be designed and the proper grades obtained. In addition, the plans will include details for abandoning the existing exterior vault and filling the space. The design will also incorporate measures to protect the existing tree on the south side of the building.

**Architectural** – Architectural design services will include floor plan and interior elevation drawings. Also included are details for the new block walls, infilling the existing doorway with salvaged block, and details for the new restroom areas in addition to other required architectural details. A code review will also be completed in addition to completing the various room finish schedules.

**Structural** – The structural design will consist of design and details for the new shear wall and footing, design details for the new CMU walls, design of the lintels for the new overhead door and new pedestrian door. In addition, the structural engineer will collaborate with the architect for the new west wall of the storage room and on details for patching the existing wall openings.

**Mechanical** – The mechanical engineering design will consist of plumbing construction plans, plumbing riser diagrams and a plumbing details and a plumbing schedule. The plumbing design will include a sprinkler design for all rooms except the new well room. The design will also incorporate plugging any drain/sewer lines within 50 feet of the well and the well setback distance also requires special provisions for the plumbing and drain piping in the restrooms. In addition the plans will include design details for removing and relocating unit heaters.

**Electrical** – The electrical design will provide for modifying existing light fixtures to account for adding a wall to the well room, relocation of existing conduits, adding convenience outlets, providing new light fixtures in the bathrooms, and modifying the electrical panels to account for added load. In addition, the design will include the conduit and details for running a fiber optic cable into the building.

The plan and specification work will provide the minimum level of design in order to obtain agency approvals. Since the City will be self-performing the work the specifications will not include front end documents such as construction contracts, general conditions, etc. All work necessary to complete the design plans (including site survey) is included in our fee. We will provide draft copies of the plans for City review and we will incorporate any review comments in the final plans and technical specifications. We will provide ten (10) paper copies of the final plans and technical specifications and we'll also provide the plans electronically in PDF format. In addition, we will submit the plans to the Minnesota Department of Health and the Department of Labor and Industry for the appropriate reviews. Plan review fees are not included in our fee estimate and any plan review fees will be billed separately to the City.

Since there is no well-defined construction scope, construction related services will not be provided. However, we will be available to conduct site visits, provide information to construction questions, review equipment and provide other construction phase tasks at our standard hourly rates.

Should the City decide to contract with contractors to perform parts of the work it is assumed that the City of Edina will contract directly with those contractors and manage the contracts. Our fees do not include any time for preparing contracts or managing contractor pay requests or other related contract management.



## BOLTON & MENK, INC.

### PROPOSED FEE

Bolton & Menk proposes to complete the design phase services for a not to exceed cost of \$28,335. This fee represents the minimum level of design work in order to gain approval from state agencies. The breakout of the fee per discipline/category is as follows:

Discipline/Category	Fee
General/Civil	\$3,340
Site Design/Survey	\$5,800
Architectural	\$5,000
Structural	\$4,900
Mechanical (HVAC and Plumbing)	\$3,850
Electrical	\$5,445
<b>Total</b>	<b>\$28,335</b>

It is assumed that no bidding services are required. If construction phase services are needed such as site visits, equipment review or other construction related tasks, the construction phase tasks would be billed at the standard hourly rates for the individuals completing the construction phase work.

Any services requested that are beyond the scope of this proposal would be completed at the standard hourly rates for the individuals completing the requested work.

If the City accepts the proposal it is anticipated that the plans and specifications would be completed by the end of February and submitted to the required agencies.

Attached are the Terms of Proposal. If you find this proposal satisfactory, your signature of this proposal will constitute acceptance of the terms outlined and your authority for us to proceed. We look forward to providing these professional engineering services to the City of Edina and appreciate your consideration.

Sincerely,

**BOLTON & MENK, INC.**



Seth A. Peterson, P.E.  
Principal Engineer

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_





**Terms of Proposal  
Bolton & Menk, Inc.**

**The accompanying Proposal (hereinafter referred to as "Proposal") is subject to the following terms and conditions. These Terms of Proposal (hereinafter referred to as "Terms") are an integral part of the Proposal as if stated directly therein. No change or deviation from these Terms will be binding without the written approval of Bolton & Menk, Inc. Such changes may require an adjustment in the proposed fee, schedule or scope of the Proposal.**

**A. Services:** Bolton & Menk Inc. proposes to perform the services outlined in the Proposal for the stated fee arrangement. Changes required by the Client or other controlling entities (regulatory agencies, contractors, courts, etc.) from the scope or schedule of services described in the Proposal shall be considered "Additional Services" and will be invoiced on an hourly basis in addition to the stated fee arrangement.

**B. Information from Client:** Unless otherwise stated, Client agrees to provide Bolton & Menk Inc. with all site information necessary to complete the proposed services. This information should include current site property descriptions (from abstract, title opinion or title commitment); other legal documents affecting the site; copies of previous surveys, maps, engineering studies and plans; existing or required soils and geotechnical reports; governmental, regulatory and utility reviews and determinations; and all other pertinent information. Client shall promptly inform Bolton & Menk Inc. of any alleged defects in services provided or the project.

**C. Access to Site:** Unless otherwise stated, Client agrees to provide Bolton & Menk Inc. with access to the site, including adjoining properties, for activities necessary for the performance of services. It is understood that in the normal course of work, property damage may occur due to excavations, tree and brush trimming, marking lines, etc. The cost to correct resulting damages has not been included in the fee. Bolton & Menk Inc. will take precautions to minimize damage due to these activities and the Client agrees to reimburse Bolton & Menk Inc. for any costs associated with required restoration work.

**D. Standard of Care:** Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of Bolton & Menk Inc.'s profession currently practicing under similar conditions. **Bolton & Menk Inc. makes no expressed or implied warranty with respect to its undertakings described herein.**

**E. Certifications:** Any certification provided by Bolton & Menk Inc. is a professional opinion based upon knowledge, information and beliefs available to Bolton & Menk Inc. at the time of certification. Such certifications are not intended as and shall not be construed as a guarantee or warranty. Bolton & Menk Inc. shall not be required to certify the existence of conditions whose existence Bolton & Menk Inc. cannot reasonably ascertain.

**F Project Approvals:** Due to site limitations, code interpretations, regulatory reviews, political considerations and Client directed design and improvements, Bolton & Menk Inc. makes no representations as to acceptability or approvability of the project; or, zoning requests, permit applications, site and development plans, plats and similar documents. Payment of fees to Bolton & Menk Inc. is not contingent upon project approval.

**G. Opinions or Estimates of Project Costs:** Where included as part of project scope or otherwise, opinions or estimates of project cost will generally be based upon public construction cost information. Since Bolton & Menk Inc. has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the Client and Bolton & Menk Inc. does not warrant or guarantee the accuracy of construction cost opinions or estimates. Project financing should be based upon actual, contracted construction costs with appropriate contingencies.

**H. Construction Phase Services:** If construction phase engineering or staking services are included in this Proposal or subsequently authorized, Client is notified that Bolton & Menk Inc. is not be responsible for means, methods, techniques or procedures of construction selected by any contractor employed on the project nor for the safety precautions or programs incident to the work of any contractor.





**Terms of Proposal  
Bolton & Menk, Inc.  
(Continued)**

**I. Ownership and Alteration of Documents:** All documents, including reports, specifications, drawings, field data, notes and documents or electronic media prepared or furnished by Bolton & Menk Inc. under this agreement shall remain the property of Bolton & Menk Inc. The Client may make and retain copies for its use in connection with this project. However, such documents are not intended for reuse by the Client on any other project or alteration of the project by others without the written consent of Bolton & Menk Inc. Electronic media may be furnished for convenience of Client; however, only signed and certified hard copies of submittals may be relied upon as documentation of professional services provided.

**J. Billings and Payments:** Invoices for Bolton & Menk Inc.'s services shall be submitted, at Bolton & Menk Inc.'s option, either monthly or upon completion of services. Invoices are due and payable within 30 days after the invoice date. If the invoice is not paid within 30 days, Bolton & Menk Inc. may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of its services.

**K. Late Payments:** Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance. If any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

**L. Termination of Services:** This agreement may be terminated, upon written notice, by the Client or Bolton & Menk Inc. should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay Bolton & Menk Inc. for services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

**M. Limitation of Liability:** CONSULTANT shall indemnify, defend, and hold harmless CLIENT and its officials, agents and employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CONSULTANT'S employees, agents, or subconsultants. In no event shall CLIENT be liable to CONSULTANT for consequential, incidental, indirect, special, or punitive damages.

CLIENT shall indemnify, defend, and hold harmless CONSULTANT and its employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CLIENT'S employees, agents, or consultants. In no event shall CONSULTANT be liable to CLIENT for consequential, incidental, indirect, special, or punitive damages.

**N. Dispute Resolution:** Any claims or disputes made during or after the performance of services between Bolton & Menk Inc. and the Client, with the exception of claims by Bolton & Menk Inc. for non-payment of services rendered, shall be submitted to mediation and/or arbitration. This Proposal anticipates that Bolton & Menk Inc. and the Client will include a similar requirement in all agreements with contractors, sub-contractors, suppliers, consultants and fabricators concerned with this project.

**O. Withdrawal of Proposal:** This Proposal constitutes a non-binding offer to perform services and Bolton & Menk Inc. reserves the right to withdraw or modify this Proposal, without liability to the Client, at any time prior to receipt of written acceptance from the Client and execution of a signed agreement in accordance with Paragraph P.

**P. Agreement:** If the Proposal is accepted, the Client and Bolton & Menk Inc. may enter into and execute an Agreement incorporating the Proposal, these Terms and such additional terms and conditions as may be mutually acceptable to Bolton & Menk Inc. and Client. Upon request by the Client, Bolton & Menk Inc. may, at its sole discretion and for the benefit of the Client, proceed with any proposed services prior to execution of a written agreement. In the absence of an executed written agreement, the accompanying Proposal and these Terms of Proposal shall constitute the whole and complete agreement between Bolton & Menk Inc. and the Client.

